

# ZIPIN, AMSTER & GREENBERG, LLC

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August 13, 2019

**Via U.S. Mail and Email (whistleblower\_protection@epa.gov)**

Steven M. Alderton, Esq.  
EPA Whistleblower Protection Coordinator  
1200 Pennsylvania Ave, NW  
Washington, DC 20460

**Re: Floret Ikome / CSRA, LLC  
Whistleblower retaliation complaint under 41 U.S.C. § 4712**

Dear Mr. Alderton:

This firm represents Floret Ikome, a former employee of CSRA, LLC. CSRA was an EPA IT services contractor, which was acquired by General Dynamics Information Technology in 2018. This letter is Mr. Ikome's whistleblower retaliation complaint under 41 U.S.C. § 4712.

Mr. Ikome was recruited to join CSRA's predecessor SRA International, Inc. as Senior Director – Strategic Initiatives and became an employee of SRA effective July 1, 2015. Before SRA, Mr. Ikome held senior management roles with other large IT services contractors, Unisys, Dell Federal, and Lockheed Martin. Mr. Ikome's relationship with SRA started around March 20, 2015, when he began to serve, on loan from subcontractor Unisys, as the Operations Manager on a contract that SRA had with the Federal Energy and Regulatory Commission ("FERC"). Eric Toliver was the Program Manager on said FERC contract.

Mr. Ikome then joined SRA as a Senior Director for Strategic Initiatives and remained in that role from July 2015 until March 2016, when FERC requested Eric Toliver's removal from the Program Manager role for poor performance. At FERC's request, CSRA Vice President of Science and Engineering, Kevin Connell, asked Mr. Ikome to take over the FERC contract as Program Manager on an emergency basis in order to "bail out" CSRA from a threatened default. Plaintiff agreed to temporarily assume the role and excelled in administering the FERC contract that Mr. Toliver and others had been unable to effectively manage. He restructured the FERC contract management organization, secured additional funding to avoid significant salary and rate reductions for current positions and for a new Deputy Program Manager position, addressed

various issues with contract performance to mitigate a cure notice, and replaced ineffective staff. Mr. Ikome received high marks both from FERC officials as well as his CSRA superiors for his efforts on the FERC contract.

On December 30, 2016, Mr. Connell asked Mr. Ikome to serve as the Program Manager for CSRA's bid on the EPA infrastructure support and application hosting contract ("Infrastructure Contract"). Mr. Ikome agreed to move to the Research Triangle Park ("RTP") area of North Carolina in order to serve as the Program Manager if CSRA was awarded the Infrastructure Contract. Mr. Ikome signed a letter of commitment to serve as the Program Manager in RTP, which CSRA submitted with its bid. Mr. Ikome worked full-time on the "capture team" and played an integral role in formulating CSRA's successful bid on the Infrastructure Contract. During his February 9, 2017 oral presentation to the EPA and FEDSIM, Agency officials asked Mr. Ikome to affirm that he would relocate to RTP if CSRA was awarded the Infrastructure Contract and he assured them that he would.

At the same time as the Infrastructure Contract bid, CSRA was preparing a bid for the EPA end-user services contract ("EUS Contract") and chose Eric Toliver as the Program Manager on the EUS Contract bid. On March 30, 2017, the EPA announced the award of the Infrastructure Contract to CSRA and the EUS Contract to a competing bidder. The strengths and weaknesses of Floret Ikome and Eric Toliver as proposed program managers were a major consideration in the Agency's decision to award the Infrastructure Contract to CSRA, with Mr. Ikome as the Program Manager, and not award the EUS Contract, with Mr. Toliver as the Program Manager, to CSRA but to one of its competitors.

As soon as CSRA learned that it lost the EUS Contract bid, they decided to replace Mr. Ikome with Eric Toliver as the Program Manager on the Infrastructure Contract. However, CSRA intentionally withheld this information from the Government for several weeks. On April 13, 2017, Kevin Connell made the following report to Executive Vice President Paul Nedzbala: "We're not going to do anything beyond discussions with Floret and Eric until next week, after the protest period has well and verily drawn to a satisfying close, then we'll socialize informally with the EPA decision makers, then move toward a Key Personnel change." A copy of the email from Connell to Nedzbala is attached as Exhibit 1.

On or around April 13, 2017, CSRA Environmental Programs Account Manager Bill Balcke, informed Mr. Ikome that Eric Toliver would take his place as the Program Manager on the Infrastructure Contract and assured him that he would be placed on another contract. As of that day, Kevin Connell also saw finding an alternative "permanent position" for Mr. Ikome as a certainty. *See* Exhibit 1. However, that all changed after Mr. Ikome complained about the bait and switch, first to Mr. Nedzbala and then to EPA and FEDSIM officials. Specifically, Mr. Ikome first protested directly to Mr. Connell. Then, Phil Zipin of this firm sent a letter to Mr. Nedzbala on April 19, 2017, a copy of which is attached as Exhibit 2. After CSRA failed to respond to the letter, Attorney Zipin escalated the complaint with a letter to several key FEDSIM and EPA officials. A copy of the letter is attached as Exhibit 3. In response, CSRA deployed a tactical team to neutralize Mr. Ikome while it instructed others not to communicate with him at all.

Even though he had just been instrumental in securing a \$267 Million contract, CSRA informed Mr. Ikome that he could charge his time to an indirect charge code for a mere two weeks and would only have the option to maintain his employee status without pay for 30 days

thereafter before he would be terminated if he did not find another position at CSRA. By comparison, after Mr. Ikome allegedly abandoned his post on the FERC contract, he was nevertheless allowed to maintain his employment, with benefits, for three months and to charge time to an indirect charge code during much of that period.

CSRA has an Internal Mobility team, which assists with matching employees whose assignments are ending with existing vacancies and upcoming staffing needs. Under Internal Mobility protocols, managers notify the team when their subordinates are “projected to roll off a project” so the employees can be added to the availability list that is “posted for all CSRA managers, recruiters, and resource managers” with “summary information about all employees that are coming available or seeking placement.” But instead of taking these routine steps in Mr. Ikome’s case, which would immediately have alerted other parts of the 19,000-employee company to the availability of this exceptional employee, CSRA waited several weeks in an apparent effort to inoculate against someone outside of the Nedzbala/Connell sphere from inadvertently contacting Mr. Ikome about a potential opportunity. CSRA also effectively prevented Mr. Ikome from finding another position on his own by directing the people who would be in a position to help his search, including his supervisor, Paul Bautista, not to communicate with him. Not surprisingly, CSRA failed to assign Mr. Ikome to another contract and terminated his employment on June 30, 2017.

The foregoing facts illustrate a clear case of reprisal for disclosing to covered persons or bodies information that Mr. Ikome “reasonably believes is evidence of . . . an abuse of authority relating to a Federal contract . . . or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract).” 41 U.S.C. § 4712(a). Please investigate Mr. Ikome’s complaint and issue the report required by 41 U.S.C. § 4712(b). If I can be of assistance, you can reach me on my direct line at 240-233-8603 or by email at [mkurzyna@zagfirm.com](mailto:mkurzyna@zagfirm.com).

Very truly yours,

/s/ Mariusz Kurzyna  
Mariusz Kurzyna

Encl.

(b) (6), (b) (7)(C)

**From:** (b) (6), (b) (7)(C)  
**Sent:** Thursday, April 13, 2017 3:09 PM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** EPA Infra and App Hosting PM

(b) (6) had a really productive discussion with (b) (6), (b) (7)(C) re the factors influencing our need to have (b) (6), (b) (7)(C). He indicated that it went really well - and actually pretty positive - in part because (b) (6), (b) (7)(C). (We're not going to do anything beyond discussions with (b) (6), (b) (7)(C) and (b) (6) until next week, after the protest period has well and verily drawn to a satisfying close, then we'll socialize informally with the EPA decision makers, then move toward a Key Personnel change.)

I'll be calling (b) (6), (b) (7)(C) to ensure that he knows that he's still top of mind for us and that we'll find a permanent position for him, but wanted to let you know about the surprisingly good tone (b) (6) reported re the discussion, which could have gone sideways pretty quick.

(b) (6), (b) (7)(C)  
Science & Engineering Business Area  
Health and Civil Group



6361 Walker Lane, Suite 300, Alexandria, VA 22310  
office (b) (6), (b) (7)(C) | cell (b) (6), (b) (7)(C) | (b) (6), (b) (7)(C)@csra.com

PLEASE NOTE NEW EMAIL ADDRESS

This electronic message transmission contains information from CSRA that may be attorney-client privileged, proprietary or confidential. The information in this message is intended only for use by the individual(s) to whom it is addressed. If you believe you have received this message in error, please contact me immediately and be aware that any use, disclosure, copying or distribution of the contents of this message is strictly prohibited. NOTE: Regardless of content, this email shall not operate to bind CSRA to any order or other contract unless pursuant to explicit written agreement or government initiative expressly permitting the use of email for such purpose.

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# ALSO LICENSED IN NORTH CAROLINA  
• ALSO LICENSED IN NEW YORK

April 19, 2017

WITHOUT PREJUDICE – NOT ADMISSIBLE IN LITIGATION EXCEPT  
WITH RESPECT TO PETITION FOR ATTORNEY'S FEES

By email (b) (6) @csra.com) and First Class Mail

(b) (6)  
EVP Health and Civil Group  
CSRA, Inc.  
15036 Conference Center Drive  
Chantilly, VA 20151

Re: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT 2

(b) (6), (b) (7)(C) [Redacted]  
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[Redacted] (b) (6)  
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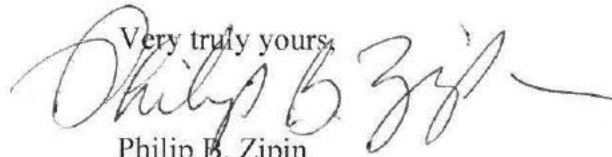
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(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Very truly yours,

  
Philip B. Zipin

client

(b) (6) @csgov.csra.com)



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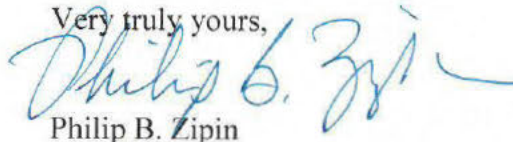
April 25, 2017

By email only

(b) (6), (b) (7)(C)



Very truly yours,



Philip B. Zipin

Enc.  
cc: client

EXHIBIT 3



# ZIPIN, AMSTER & GREENBERG, LLC

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By email (b) (6), (b) (7)(C)@csra.com) and First Class Mail

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EVP Health and Civil Group  
CSRA, Inc.  
15036 Conference Center Drive  
Chantilly, VA 20151

Re: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

[REDACTED]

[REDACTED]

[REDACTED]

April 19, 2017

Page 2 of 3

(b) (6), (b) (7)(C)

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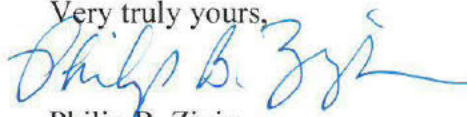
(b) (6)  
April 19, 2017  
Page 3 of 3

(b) (6), (b) (7)(C)

[Redacted]

[Redacted]

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Very truly yours,  
  
Philip B. Zipin

Enc.  
cc: client  
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